

AN ORDINANCE approving an Agreement by and between R & L Development and the City of Fort Wayne, Indiana, in connection with the Board of Public Works for a Sewer to serve Northwest Industrial Park.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement by and between R & L Development and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

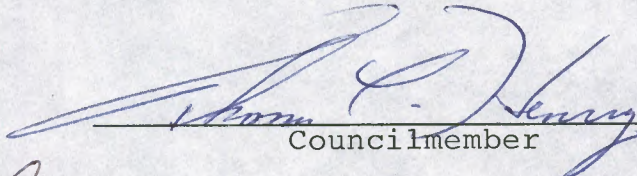
This agreement between R & L Development and the City is for construction of a local sanitary sewer to serve the following:

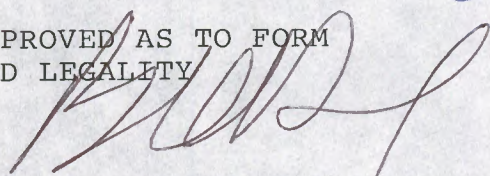
Northwest Industrial Park, R & L Development, Inc. commencing at a point on the South right of way of Cook Road located 590 feet South 88 degrees 15 minutes East and 40 feet South of the Northwest corner of Section 15, Township 31, Range 12 East in Allen County, Indiana, thence South 1301.75 feet, thence South 88 degrees 15 minutes East 512 feet, thence South 392 feet, thence North 88 degrees 11 minutes West 992 feet, thence North 832 feet, thence South 88 degrees 11 minutes East 430 feet, thence North 860 feet, thence South 88 degrees 11 minutes East 50 feet to a point of beginning, containing 13.8 acres more or less, less public right of Way net 9.06 acres;

no cost to the City is involved, all as more particularly set forth in the Agreement and which is on file with the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

APPROVED AS TO FORM  
AND LEGALITY

  
Councilmember

  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry, seconded by Don Danner, and duly adopted, read the second time by title and referred to the Committee City Y&H (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

DATE: 5-15-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Don Danner, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-22-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 5-62-84  
on the 22nd day of May, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 1984, at the hour of 11:30 o'clock PM .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of May, 1984, at the hour of 3 o'clock P .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



AGREEMENT  
FOR  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_\_\_,  
by and between R&L Development, Inc.

an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF  
FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred  
to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer de-  
scribed as follows:

Mainline: Beginning at the existing sanitary manhole located 20+  
lineal feet South of and 2+ lineal feet East of the Southwest corner  
of Lot #12 of Northwest Industrial Park, thence North 660+ lineal  
feet to a manhole located near the Northwest corner of Lot #4 of  
said park, thence East 400+ lineal feet to a proposed manhole in  
Lewis Lane.

Lateral #1: Beginning at the Northwest corner of Lot #12 of said  
addition, thence East 340+ lineal feet, termination at a proposed  
manhole located 5+ lineal feet East of and 20+ lineal feet South  
of Lot #8 of said park.

in accordance with plans, specifications, and profiles heretofore submitted  
to and approved by "CITY" and now on file in the Office of the Chief Engineer  
of the Water Pollution Control Engineering Department of "CITY" and known  
as Northwest Industrial Park

as drawn by William C. Baer, PE

under their Commission Number 83-19 dated Apr 17 19 84, which plans, speci-  
fications, profiles are by reference incorporated herein and made a part  
hereof, which sewer will serve not only land in which the "OWNER" has an  
interest, but also an adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be  
\$30,290.00 composed of \$25,929.00 for construction costs, \$ 2465.00  
for engineering services, \$1000.00 for legal fees and \$ 896.00  
for City Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual cove-  
nants and agreements hereinafter set forth, the parties hereto agree as  
follows:

1. CONSTRUCTION OF SEWER .

"OWNER" shall cause said sewer to be constructed and located in  
accordance with said plans, specifications and profiles all approved by "CITY"  
under private contract to be let within sixty (60) days after requisite "CITY"  
approval.



All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY".

## 2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

## 3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate: Northwest Industrial Park, R&L Development, Inc. Legal Description: Commencing at a point on the South right of Way of Cook Road located 590 feet South 88 degrees 15 minutes East and 40 feet South of the Northwest corner of Section 15, Township 31, Range 12 East in Allen County, IN., thence South 1301.75 feet, thence South 88 degree 15 minutes East 512 feet, thence South 392 feet, thence North 88 degree 11 minutes West 992 feet, thence North 832 feet, thence South 88 degree 11 minutes East 430 feet, thence North 860 feet, thence South 88 degree 11 minutes East 50 feet to a point of beginning, containing 13.8 acres, more or less, less public right of Way Net 9.06 acres.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

## 4. CHARGE AGAINST EXCESS AREA (Local Charge)

Lot #17, Northwest Industrial Park  
Lot #18, Northwest Industrial Park

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A".



In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, "CITY", through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to "CITY" in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom, the sum of \$0.0756316 per square foot for the area served by each connection and use, which represents the pro rata share of cost of the extension of "CITY" sewer to said excess area. Schedule A (Exhibit "A" and/or Exhibit "B"), showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by "CITY" shall be paid by "CITY" within sixty (60) days of the receipt thereof by "CITY" to "OWNER".

5. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works)

An area connection charge of \$700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as Spy Run Service Area, Resolution No. 74-22-05

6. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Performance and Guaranty Bond for 25% value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

7. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water



runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER" for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L., 309, 395).







Exhibit "B"

Description Lot Number	Benefited Area-Square Footage	Cost/sq.ft. Local Bene- fited Area	Cost/sq.ft. Area Connec- tion Fee*	Local Charge	Area Connection Fee*	Total Cos Per Bene- fited Are
1	34,686	.0756316	.0160698	2623.36	557.40	3180.76
2	16,787	.0756316	.0160698	1269.63	269.76	1539.39
3	22,037	.0756316	.0160698	1666.69	354.14	2020.83
4	22,037	.0756316	.0160698	1666.69	354.14	2020.83
5	16,787	.0756316	.0160698	1269.63	269.76	1539.39
6	17,500	.0756316	.0160698	1323.55	281.22	1604.77
7	17,186	.0756316	.0160698	1299.80	276.18	1575.98
8	17,186	.0756316	.0160698	1299.80	276.18	1575.98
9	17,500	.0756316	.0160698	1323.55	281.22	1604.77
10	16,787	.0756316	.0160698	1269.63	269.76	1539.39
11	22,037	.0756316	.0160698	1666.69	354.14	2020.83
12	25,877	.0756316	.0160698	1957.12	415.84	2372.96
13	19,987	.0756316	.0160698	1511.65	221.19	1832.84
14	17,700	.0756316	.0160698	1338.68	284.40	1623.08
15	18,800	.0756316	.0160698	1421.88	302.11	1723.99
17	40,000	.0756316	.0160698	3025.27	642.79	3668.06
18	<u>57,600</u>	.0756316	.0160698	<u>4356.38</u>	<u>925.62</u>	<u>5282.00</u>
	400,494			\$30,290.00	\$6435.85	\$36,725.85

Lots 1 thru 15 are developer's lots.

Local Charges noted, confirmed as part of local cost.

$$\frac{\$30,290.00}{400,494 \text{ sq.ft.}} = \$0.0756316/\text{sq.ft.}$$

\*Area Connection Fees noted, per lot, due to City of Fort Wayne.

$$\frac{\$700 \text{ per acre}}{43,560 \text{ sq.ft./acre}} = \$0.0160698/\text{sq.ft.}$$



9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by Common Council of the City, by duly appointed Ordinance and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

SEAL

"OWNER"  
Edward K. Leminger  
President

Jaquelyn M. Leminger  
Secretary

"CITY"  
By Win Moses, Jr.  
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS  
By David J. Kiester  
David J. Kiester, Chairman

By Betty R. Collins  
Betty R. Collins, Member

By Frank Heyman  
Frank Heyman, Member

ATTEST:

Helen Gochenour  
Helen Gochenour, Clerk

APPROVED as to form and legality:

Richard A. Snopffer  
Richard A. Snopffer, Associate  
City Attorney

STATE OF INDIANA )  
COUNTY OF ) SS )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_ who acknowledged the execution of the foregoing Agreement as and for his/her their voluntary act and deed for the uses and purposes therein contained. WITNESS my hand and notarial seal this 9th day of May 1984.

L. Settimi McMahon  
Notary Public  
Resident of Allen County

My Commission Expires:

L. SETTIMI McMAHON  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
MY COMMISSION EXPIRES MARCH 2, 1988  
ISSUED THRU INDIANA NOTARY ASSOC.



STATE OF INDIANA    )  
                              ) SS  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, David J. Kiester, Chairman, Betty R. Collins and Frank Heyman, as Members of the Board of Public Works of said "CITY" and acknowledged the execution of the foregoing as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9<sup>th</sup> day of May, 1984.

L. Settimi McMahon  
Notary Public

Resident of Allen County

My Commission Expires:

\_\_\_\_\_  
L. SETTIMI McMAHON  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
MY COMMISSION EXPIRES MARCH 2, 1988  
ISSUED THRU INDIANA NOTARY ASSOC.

This instrument prepared by:  
C. Duane Embury, P.E., City Engineer  
CITY OF FORT WAYNE



BILL NO. S-84-05-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement by and between R & L Development  
and the City of Fort, Wayne, Indiana, in connection with the Board  
of Public Works for a Sewer to serve Northwest Industrial Park

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 5-22-84  
SANDRA E. KENNEDY, CITY CLERK



6682 Admin. Appr.

TITLE OF ORDINANCE Agreement between R & L Development, Inc. & City to construct sewer to serve Northwest Industrial Park

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-84-05-16

SYNOPSIS OF ORDINANCE This agreement between R & L Development & City is for construction of a local sanitary sewer to serve the following: Northwest Industrial Park, R & L Development, Inc. commencing at a point on the South right of way of Cook Road located 590 feet South 88 degrees 15 minutes East and 40 feet South of the Northwest corner of Section 15, Township 31, Range 12 East in Allen County, IN., thence South 1301.75 feet, thence South 88 degrees 15 minutes East 512 feet, thence South 392 feet, thence North 88 degrees 11 minutes West 992 feet, thence North 832 feet, thence South 88 degrees 11 minutes East 430 feet, thence North 860 feet, thence South 88 degrees 11 minutes East 50 feet to a point of beginning, containing 13.8 acres more or less, less public right of Way net 9.06 acres.

EFFECT OF PASSAGE Construction of sewer to serve above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No cost to City except connection fee

ASSIGNED TO COMMITTEE \_\_\_\_\_